

Southern Pacific Transportation Company

THORMUND A. MILLER
GENERAL COMMERCE COUNSEL

JOHN J. CORRIGAN
GENERAL SOLICITOR

ARNOLD I. WEBER
JOHN MACDONALD SMITH
JAMES J. TRABUCCO
SENIOR GENERAL ATTORNEYS

LARRY W. TELFORD
ROBERT S. BOGASON
DOUGLAS E. STEPHENSON
RICHARD S. KOPF
MICHAEL A. SMITH
LOUIS P. WARCHOT
GREG CUNNINGHAM
WILLIAM E. SAUL
GENERAL ATTORNEYS

WRITER'S DIRECT DIAL NUMBER

(415) 541-1768

Southern Pacific Building • One Market Plaza
San Francisco, California 94105
(415) 541-1000

WILLIAM R. DENTON
VICE PRESIDENT AND GENERAL COUNSEL

MADEIRA E. SLOANE
CONTRACT ATTORNEY

HAROLD S. LENTZ
DAVID W. SLOAN
CAROL A. HARRIS
STUART E. VAUGHN
CRAIG J. WHITNEY
ANN FINGARETTE HASSE
ASSISTANT GENERAL ATTORNEYS

GARY A. LAAKSO
JOHN K. WYMA
JONATHAN M. FIL
DORENE M. CURTIS
DAVID A. GOLD
STEPHEN A. ROBERTS
W. GEORGE WAILES
C. BRUCE HAMILTON
LAWRENCE P. RIFF
NANCY ZELLERBACH
WAYNE M. BOLIO
ATTORNEYS

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

3E258AG33

No. SEP 15 1983

Date

Fee \$

ICC Washington, D.C.

SEP 15 10 18 AM '83
FEE OPERATION BR.
I.C.C.
RECEIVED

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution
Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 15, 1979, among Southern Pacific
Transportation Company, First Pennsylvania
Bank, N.A., ACF Industries, Incorporated,
and PACCAR, Inc.

Dear Ms. Mergenovich:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of:

First Supplemental Agreement dated as of August 31, 1983, and Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A. (covering ACF Industries, Incorporated); and

First Supplemental Agreement dated as of August 31, 1983, and Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A. (covering PACCAR, Inc.),

amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 15, 1979, together with this Company's vouchers in payment of the recording fees.

Countersigned Cheryl B. Evers

Ms. Agatha L. Mergenovich
Page Two
September 15, 1983

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of September 15, 1979, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., ACF Industries, Incorporated, General Motors Corporation, and PACCAR, Inc., recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337;

Agreement and Assignment dated as of September 15, 1979, recorded on January 8, 1980, at 1:05 PM, assigned Recordation No. 11337-A; and

Amendment Agreement No. 1, dated as of April 1, 1980, between Southern Pacific Transportation Company, First Pennsylvania Bank, N.A., and PACCAR, Inc., recorded on May 29, 1980, at 12:15 PM, assigned Recordation No. 11337-B.

In connection with the recording of the first supplemental agreements and assignments and transfers, each dated respectively as of August 31, 1983, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of August 31, 1983, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and ACF Industries, Incorporated, Builder.

General Description of Equipment Covered
by First Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
1	Locomotive, General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 6351.

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1983, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and ACF Industries, Incorporated, Builder.

Ms. Agatha L. Mergenovich
Page Three
September 15, 1983

General Description of Equipment Released
by Assignment and Transfer of Road Equipment

<u>Number of Units</u>	<u>Description</u>
10	70-ton box cars; ACF Industries, Incorporated, builder; lettered SP and numbered 247257, 247437, 247480, 247667, 247669, 247697, 247716, 247771, 247803, and 247872.

First Supplemental Agreement dated as of August 31, 1983, among Southern Pacific Transportation Company, Vendee, First Pennsylvania Bank, N.A., Assignee, and PACCAR, Inc., Builder.

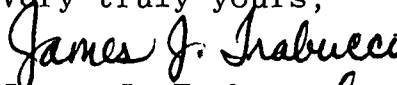
General Description of Equipment Covered
by First Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
2	50-ton Bay Window type cabooses, International Car Company (Division of PACCAR, Inc.), builder; lettered SP; numbered 4766 and 4767.

General Description of Equipment Released
by Assignment and Transfer of Road Equipment

<u>Number of Units</u>	<u>Description</u>
1	100-ton box car; PACCAR, Inc. (formerly Pacific Car and Foundry Company), builder; lettered SP and numbered 691673.
1	Caboose car; PACCAR, Inc. (formerly Pacific Car and Foundry Company), builder; lettered SP and numbered 4725.

When the recording of the First Supplemental Agreements and Assignments and Transfers of Certain Road Equipment have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) each of the same to her.

Very truly yours,

James J. Trabucco

Enclosures

Ms. Agatha L. Mergenovich
Page Four
September 15, 1983

cc: Mr. Robert J. McLean
 (Attn: Mr. L. S. Vollmer)
 Mr. J. J. Trabucco
 (Attn: Ms. M. E. Sloane)
 Mr. J. K. Wyma

RECORDATION F.D. 11337-1425 C

SEP 14 1983 -10 50 AM

INTERSTATE COMMERCE COMMISSION
FIRST
SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of August 31, 1983, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and First Pennsylvania Bank, N.A., a corporation organized and existing under and by virtue of the laws of Pennsylvania (said Bank hereinafter called "Assignee"), with a principal office and place of business at Fifteenth and Chestnut Streets, Philadelphia, Pennsylvania, as Agent acting under an Agreement dated as of the fifteenth day of September, 1979.

WITNESSETH

WHEREAS, ACF Industries, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of New Jersey (hereinafter called the "Builder"), and the Company have entered into a Conditional Sale Agreement dated as of September 15, 1979 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 15, 1979 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on January 8, 1980, and assigned Recordation No. 11337; and

WHEREAS, certain box cars (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has deposited with the Assignee an amount in cash equal to the depreciated value of said Destroyed Equipment, determined as provided in the Conditional Sale Agreement, at the time of its destruction; and

WHEREAS, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all

of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
1	Locomotive, General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 6351.

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed

shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this First Supplemental Agreement is dated for convenience as of August 31, 1983, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.


SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By 
Assistant Treasurer

Attest:


Assistant Secretary

FIRST PENNSYLVANIA BANK, N.A.,
as Agent

By 
~~Assistant~~ Vice President

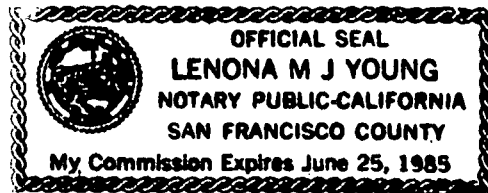
Attest:


Assistant Secretary

)

On this 31st day of August, 1983, before me personally appeared D. E. ENRIGHT, to me personally known, who being by me duly sworn, says that he is Assistant Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenora M. J. Young
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 7th day of September, 1983, before me
E.S. NANCARROW
personally appeared ~~R. W. SEIFERT~~, to me personally known,
who, being by me duly sworn, says that he is ~~Assistant~~
Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the
seal affixed to the foregoing instrument is the corporate
seal of said corporation; that said instrument was signed
and sealed on behalf of said corporation by authority of its
Board of Directors; and he acknowledged that the execution
of the foregoing instrument was the free act and deed of
said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires May 5, 1986.